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# **A G R E E M E N T**

*between the*

**BOARD OF EDUCATION  
BROADALBIN-PERTH  
CENTRAL SCHOOL DISTRICT**

*and the*

**BROADALBIN-PERTH  
BUS DRIVERS ASSOCIATION**



**July 1, 2013 - June 30, 2016**



## **TABLE OF CONTENTS**

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<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
	<b>PREAMBLE</b>	<b>1</b>
<b>1</b>	<b>RECOGNITION</b>	<b>1</b>
<b>2</b>	<b>DEFINITIONS</b>	<b>1</b>
<b>3</b>	<b>NEGOTIATIONS</b>	<b>3</b>
<b>4</b>	<b>DUES DEDUCTION</b>	<b>3</b>
<b>5</b>	<b>DISCIPLINE</b>	<b>3</b>
<b>6</b>	<b>GRIEVANCE PROCEDURE</b>	<b>4</b>
<b>7</b>	<b>ASSIGNMENTS AND RESPONSIBILITIES</b>	<b>7</b>
<b>8</b>	<b>MISCELLANEOUS PROVISIONS</b>	<b>12</b>
<b>9</b>	<b>LEAVES</b>	<b>14</b>
<b>10</b>	<b>LAYOFF AND RECALL PROCEDURES</b>	<b>14</b>
<b>11</b>	<b>BENEFITS</b>	<b>15</b>
<b>12</b>	<b>SALARY</b>	<b>19</b>
	<b>SIGNATURE PAGE</b>	<b>21</b>



## **PREAMBLE**

This Agreement is entered into this 22<sup>nd</sup> day of August, 2013, by and between the Board of Education of the Broadalbin-Perth Central School District, hereinafter called the "Board", and the Broadalbin-Perth Bus Drivers Association, hereinafter called the "Association".

WHEREAS, the Board has a statutory obligation pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees Fair Employment Act), to negotiate with the Association as the representative of its regular/probationary bus driving personnel, bus aides and courier with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

**"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."**

This agreement shall be effective from July 1, 2013 to June 30, 2016.

## **ARTICLE 1**

### **RECOGNITION**

- 1.1 The District recognizes the Association as the exclusive bargaining agent for all regular and probationary bus drivers, all regular and probationary bus aides, dispatcher and courier in the Broadalbin-Perth Central School District.

## **ARTICLE 2**

### **DEFINITIONS**

- 2.1 **Regular Bus Driver.** All drivers employed by the Board as regular bus drivers at the time this Agreement is executed and any drive thereafter who successfully completes a probationary appointment. Such probationary period

shall be established by the Board, but in no case shall it exceed a period of six (6) months, not including July and August.

- 2.2 **Probationary Bus Driver.\*** Any driver who is filling a bona fide vacancy for a regularly scheduled bus run and is in his/her six (6) month probationary period. Such drivers shall be entitled to all benefits under the contract, except those contained in Article 5, Discipline.
- 2.3 **Regular Bus Aide.** Any person who assists as an aide (monitor, attendant) on a regular basis on a regularly scheduled bus run or any aide thereafter who successfully completes a probationary period. Such probationary period shall be established by the District, but in no case shall it exceed a period of six (6) months, excluding July and August.
- 2.4 **Probationary Bus Aide.\*** Any aide who is filling a bona fide vacancy in a regularly scheduled bus run and is in his/her six (6) month probationary period. Such aides shall be entitled to all benefits under the contract, except those contained in Article 5, Discipline.
- 2.5 **Dispatcher.** An employee whose function and primary responsibility is for dispatching school buses, maintaining records on completed bus runs and calling in substitutes to replace Bus Drivers and Transportation Aides who are unable to make their normal and routine runs. On occasion will operate buses on a substitute basis or in response to emergencies. The work is performed under the general direction of the School Superintendent. The incumbent does related work as required.
- 2.6 **Courier.** An employee whose function is to serve the needs of the District in the transportation of goods and materials, as opposed to students, from one destination to another on behalf of the District.
- 2.7 **Runs.** Normal school run a.m. and p.m., BOCES a.m. and p.m., Parochial.
- 2.8 **Late Bus.** Scheduled after normal school dismissal.  
  
\* Within five (5) school days after the completion of the probationary period, each bus driver or bus aide will be notified in writing of his/her status. The Association also will receive such notification.
- 2.9 **Off Hour and Unscheduled Run.** Any unscheduled run during normal school hours and any runs between schools or campuses of the District.
- 2.10 **Extra Bus Runs.** Field trips, athletic trips, extracurricular activities.

- 2.11 **Block Time.** The amount of time scheduled for drivers to complete their regular runs and for which they are compensated.

## **ARTICLE 3**

### **NEGOTIATIONS**

- 3.1 This Agreement shall remain in force and effect until such time as a successor agreement is negotiated. Negotiations may be reopened only by mutual consent, except that after January 1 of the year of the expiration of the contract negotiations may be reopened for a successor agreement at the request of either party.

## **ARTICLE 4**

### **DUES DEDUCTION**

- 4.1 The Board agrees to deduct from the salaries of members of the Association, the amount of membership dues, as set by the Association, only after such deduction is authorized in writing by each eligible member.
- 4.2 Dues deduction shall be made in six (6) equal installments beginning with the first payroll in October. Drivers/aides/courier on or after October 1 will pay any dues directly to the Association Treasurer for the current year.
- 4.3 The Board Treasurer will deliver by check the total sum of dues deducted to the Association Treasurer at the end of each month.

## **ARTICLE 5**

### **DISCIPLINE**

- 5.1 It is agreed that the Board retains all prerogatives regarding the discipline of employees. However for all employees who have completed their probationary period, the Board will not discipline or discharge an employee except for just cause.



## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

#### **6.1 Definitions**

- 6.1.1 **Driver-Employee.** Any driver who is a regular/probationary driver on a regularly scheduled bus run.
- 6.1.2 **Aide-Employee.** Any aide who is a regular/probationary aide on a regularly scheduled bus run.
- 6.1.3 **Courier.** An employee whose function is to serve the needs of the District in the transportation of goods and materials, as opposed to students, from one destination to another on behalf of the District.
- 6.1.4 **Grievance.** A complaint by a driver/aide/courier of an alleged violation of the terms and conditions of employment as set forth in this Agreement.
- 6.1.5 **Immediate Supervisor.** The employee on the next higher level of authority who normally assigns and supervises the employee's work and approves his/her time record or evaluates his/her performance. The Board will notify the Association in writing of the identity of the immediate supervisor.
- 6.1.6 **Days.** Any day that school is in session.

#### **6.2 Basic Principles**

- 6.2.1 Drivers/aides/courier shall present their grievance in accordance with the procedures stated herein.
- 6.2.2 Drivers/aides/courier and parties of interest, including members of the Board and/or Administrators, shall be free from interference, coercion, restraint, reprisal or harassment.
- 6.2.3 Drivers/aides/courier shall have the right to be represented by a person of their own choice at any stage of the following procedure. However, the driver/aide/courier must also be present at each level.
- 6.2.4 Drivers/aides/courier may withdraw a grievance at any level. In the event the driver/aide/courier wishes to withdraw a grievance, said driver/aide/courier must notify the Board in writing, and in turn the Board will notify the Association in writing of the grievant's decision.

- 6.2.5 Grievances presented at higher levels must be identical in every respect to the grievance presented at a lower level.
- 6.2.6 If a driver/aide/courier does not present a grievance within ten (10) days from the date the employee knew or should have known of the alleged violation, the grievance will be deemed waived.
- 6.2.7 In the event a group of drivers/aides/courier presents a class grievance, it will follow the levels the same as an individual grievance.
- 6.2.8 Any forms required for the grievance process will be jointly prepared by the Board and the Association and costs will be shared.
- 6.2.9 All communications relative to a grievance will be kept on file.
- 6.2.10 A grievance, once settled or withdrawn, cannot be resubmitted.
- 6.2.11 The grievance chairperson of the Association shall have the right to be present at all stages of the grievance procedure.
- 6.2.12 The grievant has the right to be present at all stages of the procedure.

### 6.3 First Stage

- 6.3.1 An employee who claims to have a grievance shall present the grievance to the immediate supervisor in writing within ten (10) days after the employee knew or should have known of the grievance.
- 6.3.2 The immediate supervisor shall discuss the grievance with the employee and shall make such investigation as is deemed appropriate and may consult with his/her superiors to such extent as is deemed appropriate.
- 6.3.3 Within ten (10) days after presentation of the grievance to the immediate supervisor, he/she shall make a decision and notify the employee in writing.

### 6.4 Second Stage

- 6.4.1 If the employee presenting a grievance is not satisfied with the decision made by the immediate supervisor, he/she may, within ten (10) days thereafter, in writing request a hearing and determination of the grievance by the Superintendent. The Superintendent will notify the employee and the Association in writing of the determination within ten (10) days of said hearing.

## **6.5 Third Stage**

- 6.5.1 If an employee is not satisfied with the decision made by the Superintendent, or if no decision was rendered within ten (10) days, the employee may, within ten (10) days thereafter, request a hearing and determination of his/her grievance by the Board.
- 6.5.2 The Board will hold said hearing within fifteen (15) days of receipt.
- 6.5.3 Within fifteen (15) days after the close of the hearing, the Board shall make its decision and communicate same in writing to the employee(s) involved and the Association.
- 6.5.4 If no decision has been rendered, or if the decision is not agreeable, within fifteen (15) days the grievance may be appealed to the fourth stage.

## **6.6 Fourth Stage**

- 6.6.1 If the aggrieved party is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after first meeting with the Board, he/she may within five (5) school days after a decision by the Board, or twenty (20) school days after he/she has first met with the Board, whichever is sooner, request in writing that the Executive Committee determines that the grievance is meritorious, it will be submitted to arbitration within fifteen (15) school days after receipt of the request by the aggrieved person and the Executive Committee will notify the Board to that effect.
- 6.6.2 The rules and procedures of the American Arbitration Association shall be followed in the selection of an arbitrator. Once selected, the arbitrator will hold hearings promptly within the Broadalbin-Perth School District and will issue a decision not later than twenty (20) days of the close of the hearing or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The decision of the arbitrator will be in writing and will be binding on both sides.
- 6.6.3 The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to modify or amend it or to make a decision contrary to law. The arbitrator shall render the decision in writing and set forth findings and conclusions on the issues submitted. Both parties hereby agree to be bound by the decision of the arbitrator.

- 6.6.4 Either party may request that a verbatim transcript of the hearing be maintained by a qualified hearing reporter. The party making such request shall pay the entire fee for such transcript, including the charge for providing a copy to the arbitrator and to the other party.
- 6.6.5 The total cost of services of the arbitrator will be borne equally by the Board and the aggrieved party.

## **ARTICLE 7**

### **ASSIGNMENTS AND RESPONSIBILITIES**

#### **7.1 Physical Examination**

- 7.1.1 All drivers/aides/courier must pass a physical examination in accordance with standards established by New York State Department of Transportation, the State Education Department, and the Department of Motor Vehicles.
- 7.1.2 The first physical examination will be paid by the District and any subsequent examination will be paid by the individual. After first passing the physical the costs of any subsequent examination required by the District will be borne by the District.

#### **7.2 Bidding on Runs**

- 7.2.1 At least one week prior to the opening of school, the Superintendent will convene a meeting for the purpose of bidding on all new and open blocks of driving time. Bidding shall be on the basis of seniority. Because these blocks of times and routes are estimated in advance, management reserves the right to alter both routes and driving times once school is in session.
- 7.2.2 One week prior to this meeting the Superintendent will provide each employee in the bargaining unit, in writing, a complete description (length of time, route, roads, rate of compensation) of each new and established time block.

#### **7.3 Summer Bus Run Procedure**

- 7.3.1 The Superintendent (or designee) shall convene a meeting during the month of June for the purpose of bidding bus runs on summer transportation.

- 7.3.2 At least one week prior to this meeting, each member of the bargaining unit shall be provided, in writing, a complete description of each summer position, which includes length of time, route, roads and rate of compensation.
- 7.3.3 The meeting shall be conducted by the Superintendent (or designee).
- 7.3.4 An employee who is interested in summer employment must attend the bidding meeting unless his/her attendance is precluded by an emergency as defined by 7.5.2.1 of the current contractual agreement. In such case, the employee shall submit a written proxy, in duplicate, to the Superintendent's office and to the president of the Association prior to the opening of the meeting.
- 7.3.5 The proxy shall include all choices of driving or aide positions in order of preference or a statement that the employee wishes to be a substitute for a driver or aide position.
- 7.3.6 Employment for summer positions shall be assigned according to seniority to regular drivers/aides.

#### 7.4 Bus Schedules

- 7.4.1 Bus schedules for the week will be posted in the drivers' lounge on the previous Thursday at the latest.
- 7.4.2 Extra trips shall be assigned according to seniority to regular drivers/aides – the driver/aide must take the trip assigned or go to the bottom of the list. The driver/monitor must take the trip or go to the bottom of the list. Switching of extra trips (field, athletic) will be allowed, after each new trip sheet is posted by mutual cooperative agreement between the two (2) drivers. Seniority shall not be affected by such switching of trips.

"Extra trips not covered by Article 7.4.8 shall be paid at the drivers/aide's regular rate of pay for actual hours driven. However, each extra trip shall result in a minimum of one hour's pay. Subject to Article 7.4.4, Drivers/Aides are required to remain with the students at the destination site of the extra trip until the time of return unless specially permitted to leave by a supervisor."

- 7.4.3 Inconvenience Time in Scheduling. In the event a driver is requested to drive an extra bus run and notice of cancellation is not given in a timely fashion, said driver shall receive compensation in the sum of two (2) hours pay at their respective hourly rate. As a result of this loss of run, the said driver shall be offered the next available extra bus run.

- 7.4.4 Meal Reimbursement "For trips over 10 hours, drivers shall remain on site excluding reasonable time to secure meals if such are not available on site. Additionally, upon submission of valid receipts, the district shall reimburse the driver up to fifteen dollars (\$15.00) for meals."
- 7.4.5 Timely fashion is defined as 24 hours for routine situations (e.g., field trip date change) or two hours where the cancellation is due to an emergency situation (e.g., weather related, illness, problem at the site to be visited) where that situation is beyond the control of the District.
- 7.4.6 In the event a driver is required to transport students for an overnight stay, the District will assume all reasonable costs and expenses incurred by the driver. The driver will be provided funds for expenses prior to the trip. Upon his/her return, the driver shall present the District with receipts for expenses incurred and shall return any unused monies.
- 7.4.7 The District will compensate all drivers/aides for time worked in excess of their block time, which occurs due to early scheduled dismissals where the driver/aide remains at a destination with his/her bus rather than driving back and forth to the District, provided such time is spent with the prior approval of the District. The District may require the driver/aide to perform other services on behalf of the District during this time, if appropriate.
- 7.4.8 Any driver/aide called in for "off hour or unscheduled runs" will be guaranteed a minimum of one hour compensation at such driver/aide's regularly scheduled rate of pay.
- 7.4.9 The parties agree to form a committee consisting of four (4) members designated by the Association and four (4) members designated by the District for the purpose of discussion regarding the assignment of drivers by the District to designated blocks of driving time. Resolution in this matter is subject to ratification of both parties to implementation.
- 7.5 Exchange of Bus Runs
- 7.5.1 As a result of time and routes being estimated in advance by management, a driver/aide will have the right to exchange a run with another driver/aide by mutual consent of the two employees involved. This procedure may be used only once by each driver/aide during the school year. All exchanges of runs shall be subject to approval of the District.

7.5.2 A driver/aide will have the right to exchange hours on any given day to accept an extra bus run. Each driver/aide has the responsibility to notify the District of their intent to cancel within twenty-four (24) hours of scheduled departure except in the case of an emergency or lose the right to the next run.

7.5.3 **Emergency** is defined as an unforeseen combination of circumstances that calls for immediate action. For purposes of this section, emergency is limited to a natural disaster or a medical or legal situation involving the employee or the employee's spouse, child, grandchild or parent and having its onset within the twenty-four (24) hour period prior to scheduled departure.

7.5.4 **Exchange of Runs**

A trial period for switching runs will begin July 1, 2004 and end January 31, 2005. After such trial period, a final agreement will be written between the parties at that point.

7.6 **Redistribution of Bus Runs**

7.6.1 As current drivers/aides leave the system, existing bus runs shall be redistributed to existing drivers/aides until all currently employed permanent drivers/aides who desire extra hours have such. The Board reserves the right to hire new drivers/aides after offering these hours to those presently employed.

7.6.2 Nothing contained in the assignment of runs is meant to imply that a bus driver would have the choice of a specific vehicle.

7.7 **School Closing**

7.7.1 In the event that school is to be closed after opening for the day, drivers/aides shall, upon call, return to their buses within thirty (30) minutes of the call to check out buses and to start the bus lineup.

7.7.2 If school is closed or delayed, it shall be announced on the radio by 5:30 a.m., if possible. In addition, the District shall implement a calling tree by 5:30 a.m. by notifying the dispatcher who will then contact three drivers/aides agreed upon by the Association who will continue calling other drivers/aides until all are notified. Any driver/aide who reports to the garage because the District failed to notify the radio or failed to implement the calling tree as set forth above shall be paid one hour's inconvenience pay.

## **7.8 Board Policy**

- 7.8.1 Drivers/aides will not make additional rules relative to students other than those established by the District.
- 7.8.2 Rules established for riding school bus will be established by the District with input from Labor/Management Committee.
- 7.8.3 Revised rules for bus drivers will be established by District after input from Labor/Management Committee.
- 7.8.4 The District will amend its policy governing drug and alcohol testing to provide that an employee who tests positive on the first such test and who is awaiting the results of a confirmatory test shall have all such time-off charged against his/her sick leave or other paid leave at the employee's option.

## **7.9 Complaints/Discipline**

- 7.9.1 Drivers/aides shall be present with a child for disciplinary action. When possible this shall occur after the morning run.
- 7.9.2 In the event of parental complaints, drivers/aides may be required to appear and respond to the complaint. Whenever possible this time is to be convenient to all parties.
- 7.9.3 Procedures for handling disciplinary problems, which arise during the transportation of students, shall be determined by the District. All drivers and aides shall be informed of such procedures on an annual basis. Any driver or aide required by the District to meet with a District administrator, a parent or a student regarding a student discipline matter outside of their "block time" shall be compensated for time spent at such meeting.

## **7.10 Accident Reporting**

- 7.10.1 Drivers shall report in writing to the immediate supervisor every accident involving their bus by filling out such forms as may be prescribed by law and by adhering to all other statutory and regulatory requirements pertaining to school bus accidents. The Board shall provide the drivers with notice of the foregoing requirements. Reports shall be completed as soon after the accident as possible, and reporting shall be excused when the excusing conditions of 605(a) of the V&T Law are applicable. This section does not remove the driver's responsibility for immediately notifying the immediate supervisor of the accident by telephone/radio (unless the excusing conditions of 605(a) are present).



7.10.2 Copies of the forms prescribed by law shall be found in the bus at all times.

- Responsibility for placing the forms aboard the bus shall be that of the head mechanic. The District will ensure that the prescribed form will be placed in an open and readily visible designated place in each bus. The District shall provide the drivers with instructions for filling out the prescribed forms and shall provide reasonable assistance in the completion of these forms.

#### **7.11 Cooperative Busing**

7.11.1 While the Association does recognize the need for the District to cooperate with surrounding districts in the transportation of students, the District guarantees the Association that no existing regular drivers/aides will be laid off as a result of cooperative transportation.

#### **7.12 Previous Duties and Responsibilities**

7.12.1 All duties and responsibilities of the drivers/aides shall remain unchanged for the duration of this Agreement except as follows: the buses shall be swept once a week or as needed.

### **ARTICLE 8**

#### **MISCELLANEOUS PROVISIONS**

##### **8.1 Right to Strike**

8.1.1 Drivers/aides/courier will not at any time invite, participate in or condone in any manner, any form of work stoppage, slowdown, organized sick call or strike.

##### **8.2 Commissioner's Regulations**

8.2.1 In all cases, Law, Commissioner's Regulations, will supersede this Agreement.

##### **8.3 Mutual Concerns Committee**

8.3.1 Upon request of the Association, the Superintendent and/or his/her designee shall meet, at a mutually agreed upon time, with a committee of Association members to discuss, explore and implement, if possible, solutions to problems of mutual concern. Such meetings will be held in a timely fashion and shall not exceed four per year. It is understood by the parties that the District will not be

able to implement solutions to the satisfaction of the Association on all items discussed at these meetings. However, the District will communicate to the Association, via the labor management committee, whatever action is taken and the results of such action in a timely manner. In addition, it shall be the obligation of the Association to respond to District concerns and requests in a timely manner.

#### **8.4 Jury Duty**

- 8.4.1 Employees covered by this Agreement assigned to jury duty shall be granted these days of absence without loss of personal leave days, sick days or compensation.
- 8.4.2 Employees shall reimburse the District any compensation received as a result of jury duty minus payment for travel. The compensation shall be turned over to the Treasurer of the District.
- 8.4.3 An Employee may request postponement of said jury duty to a term of court that is more agreeable to the school system. Said request will be in writing prepared by the Superintendent setting forth the reasons for the requested postponement.

#### **8.5 Transportation Coordinator/Dispatcher**

- 8.5.1 The individual filling this position of Transportation Coordinator/Dispatcher shall enjoy all the same benefits as other members of the unit pursuant to this Agreement except as are specifically set forth below.
- 8.5.2 The position shall be a ten (10) month position. The work year shall be a ten month work year based on the instructional schedule (i.e. same as bus drivers). The work day shall be eight (8) hours per day.
- 8.5.3 The individual shall also be required to work the ten (10) work days immediately prior to the start of the instructional year. The individual may also be asked to work additional days in the summer or a recess period based on the needs of the District and the availability of the member. All of these days may or may not be eight (8) hours per day depending on the needs of the District.
- 8.5.4. The work schedule shall consist of a forty (40) hour week at eight (8) hours per day.
- 8.5.5 The individual shall be paid an hourly rate of \$14.50 in 2013-2014 and then \$14.83 for 2014-2015 and \$15.20 for 2015-16.

- 8.5.6. The hours of employment shall be from 5:30 am – 9:30 a.m. and 12:30 p.m. – 4:30 pm daily. It is understood that the schedule of work hours per day may be altered at the discretion of the District as necessary.
- 8.5.7 The individual shall be required to have and maintain a CDL license. They may be used as an emergency driver by the District. Any time worked as a driver by this individual shall be paid at the then current regular bus driver rate of pay.

## **ARTICLE 9**

### **LEAVES**

- 9.1 Leaves of absence up to one (1) year may be granted with the approval of the Superintendent and the District without loss of status upon request of the employee. Except in cases of emergency, six (6) months notice will be required for such leave. Any employee who applies for and is granted an unpaid leave of absence (for seniority purposes only) shall be granted the leave under the following conditions:
- 9.1.1 Any authorized unpaid leave of absence less than sixty (60) calendar days shall have no impact on accrual of seniority for the individual.
- 9.1.2 Any authorized unpaid leave of absence more than sixty (60) calendar days shall be deducted from the overall accrual of seniority for the individual, beginning with the first day of the leave.
- 9.2 Military and maternity leave will be granted according to state mandate.

## **ARTICLE 10**

### **LAYOFF AND RECALL PROCEDURES**

- 10.1 In the event of a reduction in the work force, the District shall reduce staff by seniority from date of appointment for unit members. For the purpose of this section, seniority shall be construed to mean length of continuous service in the District. If positions are abolished, the employee with the least seniority within the work area will be laid off first.
- 10.2 In the event of a layoff, a recall roster shall be maintained on which any

displaced employee's name shall remain for three (3) years. Should a position become open, the District shall notify the most senior individual on the recall roster by certified mail, return receipt requested, sent to the address last given the District by the employee. Failure to respond within ten (10) days of notice shall be considered as a lack of interest in the position and the individual will be removed from the recall list.

- 10.3 In the event of a layoff, the least senior employee in the job title affected will be excessed.
- 10.4 Any employee who is laid off and returns to active status in the District within three (3) years of such layoff will return with all his/her accrued leave and benefits, if any.

## **ARTICLE 11**

### **BENEFITS**

#### **11.1 Contributions**

- 11.1.1 Retirement contributions made by the District on behalf of the employee will be continued to the New York State Employee's Retirement System.
- 11.1.2 Social Security contributions made by the District on behalf of the employee will also be continued.

#### **11.2 Snow Days**

- 11.2.1 Each member of the bargaining unit will be granted a maximum of three (3) snow days per year in the event school is closed by the Superintendent. Compensation for each snow day will be the current rate of base pay per day per driver/aide/courier. In the event not all of the days are used the procedure set forth in the collective bargaining agreement with the Broadalbin-Perth Teachers Association, Article 18, School Calendar, 18.4, will prevail.

#### **11.3 Mandated Meetings**

- 11.3.1 Whenever a driver/aide is required to attend a mandated or district requested meeting, each driver/aide will be compensated at the regular bus run hourly rate.

- 11.3.2 Missed meetings will be made up when possible and practical with District's help and paid at regular pay rate.
- 11.3.3 District will establish time frame for fingerprints to be taken at District cost.

#### **11.4 Personal Time**

- 11.4.1 Each regular/probationary driver/aide and courier will be entitled to three (3) personal days per year with two days notice to the immediate supervisor, except in cases of emergency. Any unused days shall be converted to sick days, per 11.6.1.

Personal days will not be used for vacation purposes immediately prior to, or after, a scheduled holiday. Exceptions may be made by the Superintendent of Schools.

#### **11.5 Personal Sick Time**

- 11.5.1 Effective July 1, 1994 sick time shall be granted in block hours of time to reflect variations in length of bus runs. That is, sick time shall be granted in block hours according to the number of block hours an employee works per day.

- 11.5.2 Each regular/probationary driver/aide and courier will be entitled to the equivalent of ten (10) sick days per year. In addition, the District shall provide a three-hour block for training purposes during each school year (September to June). Any employee who attends such training session shall be granted the equivalent of one (1) additional sick day, giving them the equivalent of a total of eleven (11) sick days. Employees attending such training shall not receive additional compensation for such time. An illustration of the above system follows:

Employee "A" works 3.5 block hours per day in 1994-95. S/he will initially be granted 35 block hours of sick leave for that school year. If employee "A" attends the training session provided by the District, s/he shall receive the equivalent of one (1) more day of sick leave (3.5 hours), for a total of 38.5 hours of sick leave for the 1994-95 school year.

- 11.5.3 Employees covered by this Agreement absent for five (5) consecutive days may be required to furnish a doctor's excuse upon request of the District.

#### **11.6 Sick Time Accumulation**

- 11.6.1 Effective July 1, 1994 sick leave shall be accrued in block hours of time to

reflect variations in lengths of bus runs. That is, unused sick time shall accumulate in block hours according to the number of block hours an employee works per day. For example:

A bus driver works 3.5 block hours per day during the 1994-95 school year, attends the District sponsored training session and uses no sick time will accumulate 38.5 block hours of sick leave for future use. Thereafter, if such employee works 6 block hours per day during the 1995-96 school year, s/he will have accumulated enough sick leave hours to receive paid sick leave for the equivalent of 6.4 days of work.

11.6.2 All sick days accumulated prior to July 1994 shall be converted to block hours by using the actual time earned since July 1, 1991. Sick days accumulated prior to July 1, 1991 will be converted to block hours at the employee's block hours assigned on July 1, 1994.

11.6.3 Employees shall take time off in hours, as needed.

11.6.4 Effective July 1, 2013, employees may accumulate 650 hours of sick leave.

11.6.5 Upon ten years of continuous service within the unit, employees upon retirement will be eligible for a sick day purchase of sick leave as follows: \$50.00 a day to a total of 75 days. Upon separation from service from the District, an employee shall be eligible for this sick day purchase after fifteen years of continuous service within the unit. A day is taken to mean five hours of block time. Payment will be made in one sum or applied to employees cost of participation in the District health plan until all monies are exhausted.

11.6.6 The District will provide every unit member with a utilization report for sick and personal time during the second week in September and the second week in January.

#### 11.7 Association Days

11.7.1 Officers and designated representatives of the Association will be allowed an aggregate of three (3) days to conduct Association business.

11.7.2 Expenses beyond paying the employee and the necessary substitutes will be borne by the Association.

#### 11.8 Bereavement Days

11.8.1 Association members shall be granted up to three (3) days bereavement for funerals of the immediate family, which also includes mother/father-in-law, brother/sister-in-law, and siblings and up to four (4) days bereavement leave for use in the loss of parent, child and/or spouse upon approval of the Superintendent.

## 11.9 Health Benefits

11.9.1 The District shall make available to unit members the individual CDPHP (HMO) plan in effect on July 1, 2013 or its equivalent. The Employee shall contribute twenty percent (20%) towards the premium for such plan and participation.

11.9.2 An employee eligible for health insurance who is covered by other health insurance shall be eligible for a health insurance buy-out in the amount of \$5,200.00 per year. Effective July 1, 2015, this amount shall be increased to \$5,400.00. Such election must be made during the open enrollment period and may only be changed during the school year as the result of a change in status which the carrier recognizes for entry into the plan. The buy-out amount will be paid as follows one-half in October and one-half in March of that year. In the event an employee only participates in the buyout for part of a school year, the employee shall receive a pro-rated payment. The District may request proof of coverage by other insurance as a condition of participating in the buy-out program.

11.9.3 Subject to applicable law, rules, and regulations, a member electing the health insurance buy-out set forth above may place all or part of that payment into the District's IRC Section 125 plan on an annual basis.

11.9.4 Given the length of the new agreement and the uncertainties surrounding the implementation of recent federal and state laws regarding health insurance, the parties agree to add the following re-opener language as a new "I" as follows: "In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ("PPACA"), the Health Care and Education Reconciliation Act of 2010 ("HCERA") and/or any other legislation, rule or regulation impact in any way the health insurance plans, costs or benefits provided for in this Agreement, either party may reopen negotiations on the issues of wages and health care, upon ten (10) days written notice. The parties hereby agree that while negotiations are pending, the District may implement changes necessary to comply with federal and/or state laws, rules, and regulations after prior written notice to the Association.

11.9.5 Effective July 1, 2014, the HRA established in the prior agreement shall cease. Employees may continue to utilize and exhaust any monies in their individual accounts as of that date.

#### 11.10 Workers' Compensation

11.10.1 The Board will carry Workers' Compensation insurance as provided under the Workers' Compensation Law.

11.10.2 The employee shall immediately report to his/her supervisor any injuries incurred during the performance of the employee's duties. Additionally, the employees shall report any such injuries to the school nurse or administration as soon as practical.

11.10.3 Employees shall be paid in full for the first ten (10) working days of absence due to job-related injury. After the tenth working day of absence, the employee will be removed from the regular payroll. If benefits are not received from the insurance carrier, the District will continue to issue a check to the employee comparable to his/her net pay until the insurance carrier starts paying. For the weeks that net pay is given to the employee, the employee will turn over to the District the amount received from the carrier for those weeks and shall not be eligible to accrue sick leave for such period.

11.11 License Reimbursement – Effective September 1, 2013, a member will be reimbursed for the renewal fees associated with the CDL license required for bus drivers. An employee must have worked for the District a minimum of one year before becoming eligible for this benefit. It is understood that this provision does not cover reimbursement for licenses required to become first employed as a bus driver by the District.

11.12 Mechanics – Boots – Effective July 1, 2013, mechanics will be reimbursed up to a maximum of \$150 per year for the purchase of boots for work. The boots must be appropriate for work and must be approved by a supervisor. A receipt must be submitted to obtain such reimbursement.

## ARTICLE 12

### SALARY

12.1 The salary for the period of this Agreement, or until a successor agreement is negotiated, shall be as follows:



2.25% effective July 1, 2013

2.25% effective July 1, 2014

2.5% effective July 1, 2015.

12.1.1 Salary for school year: 2013-14      2014-15      2015-16

Title	2013-14	2014-15	2015-16
	2.25%	2.25%	2.5%
Regular Bus Driver	24.64	25.20	25.83
Probationary Driver	23.68	24.21	24.82
Regular Bus Aide	14.82	15.15	15.53
Extra Bus Runs	16.91	17.29	17.72
Courier	14.17	14.49	14.85
Probationary Aide	12.89	13.18	13.51
Transportation Coord./Dispatcher	14.50	14.83	15.20
Mechanics Starting Rate	17.89	18.30	18.75

12.2 When extra runs occur during the time a driver would be driving his/her regular run, he/she will be paid the regular run hourly rate for that portion of the trip (i.e., a driver scheduled to drive four hours daily, who accepts a six-hour assignment, shall be paid four (4) hours at the driver's regular salary and two (2) hours at the Extra Bus Run rate). For trips over 10 hours, the District shall reimburse the driver up to 15 dollars (\$15.00) for meals upon submission of valid receipts.

12.3 Employees will be eligible for a longevity bonus paid on or about October 1 according to the following schedule:

After five (5) years	\$450.00
After ten (10) years	\$600.00
After fifteen (15) years	\$750.00
After twenty (20) years	\$900.00
After twenty-five (25) years	\$1,000.00

12.4 In the event that employees covered by this Agreement have their time extended, for any reason, said employees covered by this Agreement will be compensated at the appropriate hourly rate.

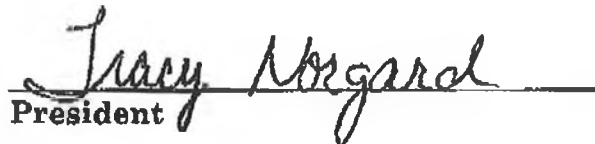
**SIGNATURE PAGE**

**BROADALBIN-PERTH CENTRAL SCHOOL DISTRICT**

  
Chief School Administrator

10 / 1 / 14  
Date

**BROADALBIN-PERTH BUS DRIVERS ASSOCIATION**

  
President

10 / 1 / 14  
Date

